



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____ Hawaii Public Housing Authority _____,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its _____ Executive Director _____,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is _____ 1002 North School Street, Honolulu, Hawaii 96817 _____
 _____ and _____
 ("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of _____, whose business address and federal
 and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____ Section 356D-4, HRS _____, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) _____ State General Funds _____
(Identify state sources)

or (2) _____ Low Income Public Housing Operating Subsidy _____
(Identify federal sources)

or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2019-09 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS
(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ n/a _____ DOLLARS (\$ 0.00 _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ Fifty and No/100----- DOLLARS
(\$ 50.00 _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

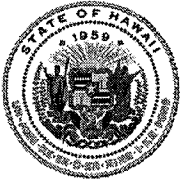
(Print Title)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit

Doc. Description: Contract for Goods and Services Based Upon
Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

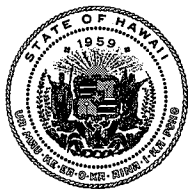
By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



Attachment - S1

STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR:**PROPERTIES:**

Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819
 Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817
 Punchbowl Homes (1011), 730 Captain Cooke Avenue, Honolulu, Hawaii 96826
 Kalanihuia (1024), 1220 Aala Street, Honolulu, Hawaii 96817
 Makamae (1046), 21 South Kuakini Street, Honolulu, Hawaii 96813

SERVICES:

Security Services
 IFB NO. PMB-2019-09

1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties and govern the work to be performed by the CONTRACTOR for security services: (1) Contract for Goods or Services Based Upon Invitation for Competitive Sealed Bids including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions and HUD General Conditions HUD Form 5370-C; (3) Invitation-For-Bid (IFB) No. PMB-2019-00 dated March 25, 2019 and all addenda; (4) CONTRACTOR's accepted bid dated April 11, 2019. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall provide security services to the Hawaii Public Housing Authority (HPHA) in a satisfactory and proper manner as determined by the STATE and in strict accordance with the Contract Documents.
3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor, equipment, supplies, and other means necessary to provide security services as described in IFB No. PMB-2019-09 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR'S accepted bid offer and this Contract, the Contract shall prevail.
4. The CONTRACTOR shall furnish security services at the properties listed below:

Asset Management Project 31:

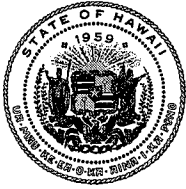
- Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819

Asset Management Project 32:

- Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817

Asset Management Project 35:

- Punchbowl Homes (1011), 730 Captain Cooke Avenue, Honolulu, Hawaii 96826
- Kalanihuia (1024), 1220 Aala Street, Honolulu, Hawaii 96817
- Makamae (1046), 21 South Kuakini Street, Honolulu, Hawaii 96813



STATE OF HAWAII

SCOPE OF SERVICES

5. The CONTRACTOR shall provide the following security personnel:

A. AMP 31, Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819

i. Kalihi Valley Homes – Vehicular Gate Guard: Gate A

- a. Provide one (1) security officer at Gate A or as determined by the HPHA seven (7) days a week, including State holidays, unless otherwise instructed by the HPHA. The period of coverage shall be tentatively as follows:

Sunday through Saturday [(one) 1 security officer/shift]
24 hours per day

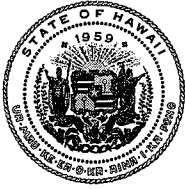
The HPHA reserves the right to increase or decrease the period of coverage.

- b. Stop, monitor and check incoming vehicles for valid Kalihi Valley Homes vehicle parking decal or special parking pass/permit, unless otherwise instructed in writing by the HPHA. Security officers should check for valid driver's license, vehicle registration, safety check and insurance before allowing entry to the property. Security officers shall issue temporary guest permit(s) identifying the visitor(s), make/model and license plate of vehicle, and name of the tenants' unit residing at the property; this information shall be maintained in the Gate Guard's daily entry log.

Exceptions are The City and County of Honolulu Handivan police/sheriff/postal/refuse/fire/ambulance vehicles, HPHA State vehicles and private vehicles operated by HPHA staff. The HPHA staff entering with a private vehicle shall be required to produce a valid HPHA issued identification.

Exceptions are: The City and County of Honolulu Handivan shall be allowed entry for pick up and drop off upon evidence that the occupant(s) is a tenant, household member, or guest of tenant, of Kalihi Valley Homes unless otherwise instructed by the HPHA.

- c. Provide uninterrupted traffic control services throughout each day for the duration of the Contract. Maintain daily log of vehicular traffic in and out of the property as prescribed by the Officer-In-Charge.
- d. Allow entry to vendors or individuals having official business with the HPHA or as instructed in writing by the HPHA.



STATE OF HAWAII

SCOPE OF SERVICES

- e. Prohibit all vehicles and/or pedestrians with unapproved live animals aboard to enter the premises. Unapproved animals are defined as pets owned by guests of a tenant, or do not have a current HPHA pet permit. This does not apply to HPHA pet approved assistance or service animals that have a permit and reside in public housing or that visit public housing properties in accordance with the HPHA's Pet Policy revised 10/1/15.

ii. Kalihi Valley Homes - Roving Foot Patrol

- a. Provide roving foot patrol tours seven (7) days a week, including State holidays. The tentative period of coverage shall be as follows:

Sunday through Saturday (one (1) security officer/shift)

7:00 a.m. to 3:00 p.m. eight (8) hours

Sunday through Saturday (two (2) security officers/shift)

3:00 p.m. to 11:00 p.m. eight (8) hours

11:00 p.m. to 7:00 a.m. eight (8) hours

- b. Conduct a minimum of eight (8) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per eight (8) hour shift following a pre-approved plan. Additional rounds shall be based on the Successful Bidder's assessment and need or as requested by the Officer-In-Charge.

Unusual situations which would alter the number of rounds shall be recorded in a log book. Any incidents or damages involving vandalism, graffiti, and any other criminal activity shall be reported in writing to the Officer-In-Charge.

- c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 24 check points which will control and monitor the rounds. The HPHA shall be responsible for all costs and maintenance of the recording device. The HPHA reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations identified criminal as hot spots.



STATE OF HAWAII

SCOPE OF SERVICES

B. Asset Management Project 32 (AMP 32) Mayor Wright Homes

i. Mayor Wright Homes - Vehicle Gate Guard: Gate 1 – Liliha Street

- a. Provide one (1) security officer at Gate 1 – Liliha Street seven (7) days a week including State holidays, unless otherwise instructed by the STATE. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [(one)1 security officer/shift]
24 hours per day

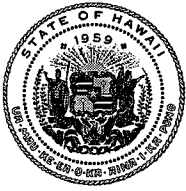
The HPHA reserves the right to increase or decrease the period of coverage.

- b. Stop, monitor and check incoming vehicles for valid Mayor Wright Homes vehicle parking decal or special parking/pass permit and check each occupant ages five (5) years and older in the vehicle for a valid Mayor Wright Homes tenant identification unless otherwise instructed by the STATE. Entry of the vehicle shall be denied upon failure to produce a valid parking decal or special parking/pass permit unless otherwise instructed by the STATE. Entry of an occupant ages five (5) years old and older shall be denied upon failure to produce a valid Mayor Wright Homes tenant identification unless otherwise instructed by the STATE.

Exceptions are the City and County of Honolulu Handivan, police/fire/ambulance vehicles, Hawaii Public Housing Authority (HPHA) vehicles and private vehicles operated by HPHA staff. The HPHA staff entering with a private vehicle shall be required to produce a valid HPHA issued identification.

The City and County of Honolulu Handivan shall be allowed entry upon evidence that an occupant(s) is a tenant of Mayor Wright Homes unless otherwise instructed by the STATE.

- c. Provide uninterrupted traffic control services throughout each day for the duration of the Contract. Maintain a daily log of vehicular traffic in and out of the property as prescribed by the Officer-In-Charge.
- d. Stop and check all incoming pedestrians ages five (5) and older for a valid Mayor Wright Homes tenant identification. Entry shall be denied upon failure to produce proper identification unless otherwise instructed by the STATE. No visitors shall be allowed on property thru Gate 1 – Liliha Street, unless otherwise instructed by the STATE.



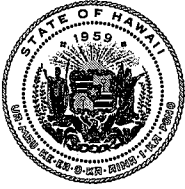
STATE OF HAWAII

SCOPE OF SERVICES

- e. Instruct guests or any Mayor Wright Homes tenant unable to produce the proper identification to enter thru Gate 2 – Pua Lane, unless otherwise instructed by the STATE.
 - f. Allow entry to vendors or individuals having official business with the HPHA.
 - g. Prohibit all vehicles and/or pedestrians with unapproved live animals aboard to enter the premises.
- ii. Vehicle Gate Guard: Gate 2 – Pua Lane
- a. Provide one (1) security officer at Gate 2 – Pua Lane seven (7) days a week including State holidays, unless otherwise instructed by the STATE. The period of coverage shall be tentatively as follows:

Sunday thru Saturday [one(1) security officer/shift]
24 hours per day

The HPHA reserves the right to increase or decrease the period of coverage.
 - b. Allow police/fire/ambulance vehicles to enter the premises.
 - c. Allow entry to vendors or individuals having official business with the HPHA and issue guest pass unless otherwise instructed by the STATE.
 - d. Allow household movers or deliveries to tenants entry after providing required information as specified by the Officer-In-Charge.
 - e. Stop and check all incoming pedestrians for government issued identification. Check guest log to verify and issue guest pass unless otherwise instructed by the STATE.
 - f. If guest is not listed on the guest log, obtain authorization from tenant to authorize guest entry onto the premises, unless otherwise instructed by the STATE. Log and issue guest pass, unless otherwise instructed by the STATE.
 - g. All guest passes shall be retrieved from person exiting the premises, unless otherwise instructed by the STATE.
 - h. Tenants with a valid Mayor Wright Homes identification shall be allowed on the property through Gate 2 – Pua Lane, unless otherwise instructed by the STATE.



STATE OF HAWAII

SCOPE OF SERVICES

- i. Prohibit all pedestrians with unapproved live animals aboard to enter or remain parked on the property, unless otherwise instructed by the STATE.

iii. Roving Bike Patrol

- a. The CONTRACTOR shall provide a roving bike patrol tours seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

Sunday through Saturday (two (2) security officer/shift)
4:00 p.m. to 12:00 a.m. eight (8) hours

iv. Roving Foot Patrol

- a. The CONTRACTOR shall provide a roving foot patrol tours seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

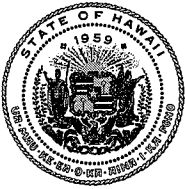
Sunday through Saturday (four (4) security officers/shift)*
12:00 a.m. to 8:00 a.m. eight (8) hours

*Patrol to consist of teams of two (2) security officers at all times

- b. Conduct a minimum of four (4) complete round of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per eight (8) hour shift following a pre-approved plan. Additional rounds shall be based the CONTRACTOR's assessment and need or as requested by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-In-Charge.

- c. The HPHA shall provide a Watchman Recording Device, Detex or equal and up to 36 check points which will control and monitor the rounds. The CONTRACTOR shall be responsible for all costs and maintenance of the recording device. The STATE reserves the right to change the locations or increase the number of check points due to unforeseen circumstances (e.g., emergency situations or crime hot spots).



STATE OF HAWAII

SCOPE OF SERVICES

C. Asset Management Project 35 (AMP 35), Punchbowl Homes (1011)

a. Roving Foot Patrol:

- i. The CONTRACTOR shall provide a roving foot patrol tour seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

Sunday thru Saturday [one (1) security officer/shift]

5:00 p.m. – 11:00 p.m.; six (6) hours

11:00 p.m. – 7:00 a.m.; eight (8) hours

- ii. Conduct a minimum of five (5) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per shift with at least one (1) round per shift following a pre-approved plan or as determined by the STATE. Additional rounds shall be based the CONTRACTOR's assessment and need or as requested by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-In-Charge.

- iii. The STATE shall provide a Watchman Recording Device, Detex or equal which shall control and monitor the rounds. The STATE shall be responsible for all costs and maintenance of the recording device. The STATE reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.

D. Asset Management Project 35 (AMP 35), Makamae

a. Roving Foot Patrol:

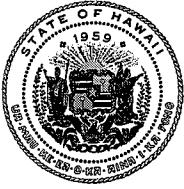
- i. The CONTRACTOR shall provide a roving foot patrol tour seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

Sunday thru Saturday [one (1) security officer/shift]

8:00 a.m. – 4:00 p.m.; eight (8) hours

4:00 p.m. – 12:00 a.m.; eight (8) hours

12:00 a.m. – 8:00 a.m.; eight (8) hours



STATE OF HAWAII

SCOPE OF SERVICES

- ii. Conduct a minimum of six (6) complete rounds of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per shift with at least one (1) round per shift following a pre-approved plan or as determined by the STATE. Additional rounds shall be based the CONTRACTOR's assessment and need or as requested by the Officer-In-Charge.

Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-In-Charge.

- iii. The STATE shall provide a Watchman Recording Device, Detex or equal which shall control and monitor the rounds. The STATE shall be responsible for all costs and maintenance of the recording device. The STATE reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.

E. Asset Management Project 35 (AMP 35), Kalanihuia (1024)

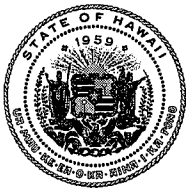
a. Patrol Foot Patrol:

- i. The CONTRACTOR shall provide a roving foot patrol tour seven (7) days a week including State holidays. The tentative period of coverage shall be as follows:

Sunday thru Saturday [one (1) security officer/shift]
5:00 p.m. – 5:00 a.m.; 12 hours

- ii. Conduct a minimum of three (3) complete round of all administrative and community facilities, residential buildings, stairwells, parking lots, common areas, refuse areas and entire grounds per shift with at least one (1) round per shift following a pre-approved plan or as determined by the STATE. Additional rounds shall be based the CONTRACTOR's assessment and need or as requested by the Officer-In-Charge.

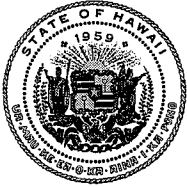
Unusual situations which would alter the round time shall be recorded in a log book. Any incidents or damages by vandalism, graffiti, and any criminal activity shall be reported to the Officer-In-Charge.



STATE OF HAWAII

SCOPE OF SERVICES

- iv. The STATE shall provide a Watchman Recording Device, Detex or equal which shall control and monitor the rounds. The STATE shall be responsible for all costs and maintenance of the recording device. The STATE reserves the right to change the locations or increase the number of check points due to unforeseen circumstances, including without limitation, emergency situations or identified criminal hot spots.
6. The CONTRACTOR shall also provide the following services at all sites and during any option period:
- a. Investigate all disturbances and incidents that were observed or reported. Endeavor to abate nuisances and disturbances when possible, using tact and judgment to prevent or minimize disorder, quell disturbances and maintain law and order. Investigation and follow up shall include, but not be limited to:
 - i. Be alert for suspicious persons and/or vehicles, vandalism to the HPHA property, buildings, and parking areas and resident's property.
 - ii. Report all fires to the Honolulu Fire Department and site management.
 - iii. Enforce lease provisions, Hawaii Revised Statutes (HRS) sections governing federal public housing under HRS Chapter 356D, Hawaii Administrative Rules (HAR) governing federal public housing (e.g., HAR Chapter 17-2028).
 - iv. Appropriately respond to HRS criminal law violations, which include but are not limited to possessing or drinking alcoholic beverages in HPHA common areas (see HRS § 281-78), engaging in disorderly conduct such as unreasonable noise or fighting/threatening behavior (see HRS § 711-1101), criminal trespass, assault, harassment, and criminal property damage.
 - v. Enforce traffic and speed limit signs.
 - vi. Use tact and judgment to prevent disorder, quell disturbances and maintain law and order.
 - b. Determine the need for and summon the Honolulu Police Department (HPD) when intervention or arrest is necessary. Cooperate and assist the police if necessary and testify in court or administrative hearings when required.
 - c. Monitor parked vehicles on the complex premises and initiate action to tow vehicles from the project as stated in the post orders. Conduct visual inspection of parking areas for current parking decals and suspicious activities.
 - d. The CONTRACTOR may act on behalf of the Officer-In-Charge to issue a trespass warning, either verbally or in writing as instructed by the Officer-In-Charge, where deemed appropriate. The CONTRACTOR shall cooperate with the HPD pertaining to issuance



STATE OF HAWAII

SCOPE OF SERVICES

and/or enforcement of trespass notices. The Officer-In-Charge shall provide guidelines to the CONTRACTOR on issuance of trespass warnings.

- e. Maintain confidentiality of all documents viewed or information gathered during the performance of his/her duties, including not discussing with the residents the details of incidents on property without the express consent of the Officer-In-Charge.
- f. Cooperate with local law enforcement on crime and drug prevention issues in and around surrounding the properties.
- g. Administrative and/or Judicial Hearings:

The CONTRACTOR agrees that security personnel shall appear at administrative and/or judicial proceedings to provide testimony when requested by the Officer-In-Charge. The Officer-In-Charge shall coordinate the administrative and/or judicial hearing dates and times with the CONTRACTOR on an as needed basis.

The projected number of administrative and/or judicial hearing hours for the initial 12-month Contract period, Option Year 1 and Option Year 2 as follows:

AMP No.	Property	Projected Quantity of Administrative and/or Judicial Hearing Hours		
		Initial Term	Option Year 1	Option Year 2
31	Kalihi Valley Homes	100	100	100
32	Mayor Wright Homes	100	100	100
35	Punchbowl Homes	100	100	100
35	Makamae	100	100	100
35	Kalanihuia	100	100	100

The projected number of administrative or judicial hearing hours is estimated. This does not imply that the HPHA will utilize these definite amounts. The HPHA reserves the right to request/require additional hours at the accepted bid price for the applicable Contract performance period.

- h. Emergency Calls:

The CONTRACTOR agrees to make unscheduled changes to security schedules, when requested by the Officer-In-Charge in emergency situations or if the Officer-In-Charge anticipates the need for increased security that is due to circumstances that cannot be predicted at the time of this CONTRACT. Changes to the security schedule may include increased number of hours per day or number of security personnel on an emergency basis.



STATE OF HAWAII

SCOPE OF SERVICES

At the time of this Contract, the STATE can only approximate the number of emergency call hours per year as listed in the CONTRACTOR's bid form. The projected number of emergency call hours are estimates and does not mean to imply that the STATE will utilize these definite amounts.

7. Community Support

On a monthly basis, the CONTRACTOR shall provide a supervisor to participate in a community walk with the HPHA Officer-In-Charge and/or a tenant community group. The community walk may be up to two (2) hours or at a length of time as determined necessary by the HPHA. If a community walk is not scheduled, the supervisor shall schedule and conduct his/her own walk. At the discretion of the HPHA, the HPHA may require the walk to take place in the presence of personnel authorized by the HPHA. The purpose of the walk is to receive input from the HPHA management staff, tenants, and/or community volunteers.

8. Report Requirements

- a. Prepare and submit Incident Reports to the HPHA, covering in detail all disturbances, incidents and violations of the HPHA or site rules and regulations that were observed or reported during each daily tour of duty or other appropriate reports as requested. Such reports shall contain all pertinent facts available and the names of all persons involved and unit numbers and shall be in a format to be specified by the HPHA.

Incident Reports are due to the Officer-In-Charge not later than 8:00 a.m. the next business day of an incident or as instructed otherwise by the HPHA.

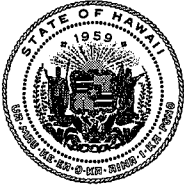
- b. For incidents requiring the CONTRACTOR's action, the CONTRACTOR shall prepare and submit follow-up Incident Reports to the HPHA indicating corrective actions taken by the CONTRACTOR to prevent similar incidents from recurring.

Follow-up Incident Reports shall be due to the Contract Administrator within five (5) business days of an incident or as instructed otherwise by the HPHA.

- c. Prepare and submit an Incident Report of schedule deviations to the HPHA indicating all work hours deviated from the security schedule as applicable. The Incident Report shall include security services not performed due to security officers' failure to report for duty, reporting late for duty, or all other circumstances that prevented the normal course of security coverage as scheduled.

The Incident Report of schedule deviations shall be due to the HPHA not later than 8:00 a.m. the next business day or as instructed otherwise by the HPHA.

- d. On a bi-weekly basis, prepare and submit daily check point printouts from the Watchman Recording Device, Detex or equal, to the Contract Administrator.



STATE OF HAWAII

SCOPE OF SERVICES

9. Equipment Requirements

- a. All security officers shall be uniformed bearing the company name and/or logo with their name tags easily visible, without sidearms.
- b. The CONTRACTOR shall provide each security officer a walkie-talkie with hands-free capability. The CONTRACTOR may also provide each security officer with a cellular phone or other appropriate means of communication, flashlight, and appropriate gear for inclement weather.
- c. The CONTRACTOR shall provide the security supervisor/dispatcher with a cellular phone or other appropriate means of communication. The CONTRACTOR may provide tenants access to a direct line or other appropriate means to the security officers for emergencies. The CONTRACTOR may post a central dispatch number for tenants to contact.
- d. The CONTRACTOR shall be responsible for all equipment costs and maintenance of the cellular phone and/or other appropriate means of communication.

10. Facilities

The STATE shall provide restroom facilities, where possible, within the properties to be served and may provide office space which will include electricity. The CONTRACTOR shall be responsible for the daily upkeep of assigned space(s). The CONTRACTOR shall also be responsible for any damage to the facilities caused by the CONTRACTOR's personnel.

11. Management Requirements & Qualifications (Minimum requirements)

- a. Personnel
 - i. The CONTRACTOR shall ensure that all personnel meet minimum qualifications to include: 1) licensing requirements pursuant to section 463-10.5, HRS; 2) at least two (2) years relevant experience in law enforcement and/or security; and 3) one (1) year of experience with the CONTRACTOR.
 - ii. The CONTRACTOR's security officers shall be required to attend an orientation conducted by the HPHA prior to the start of services.
 - iii. The CONTRACTOR's supervisor shall have a minimum of one (1) year experience with law enforcement.
 - iv. The CONTRACTOR shall not assign a security officer to the property where he/she currently resides or where his/her immediate family currently resides.



STATE OF HAWAII

SCOPE OF SERVICES

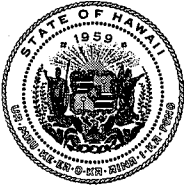
- v. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
- vi. The CONTRACTOR shall be solely responsible for the behavior and conduct of their employees or agents on STATE property and shall instruct security personnel to fully cooperate with the Officer-In-Charge. Security personnel shall refrain from socializing or fraternizing with the residents of the property while on duty.
- vii. The CONTRACTOR agrees that security personnel shall not enter any occupied dwelling unit, except in the case of emergency or with the consent of the HPHA, the Officer-In-Charge or his/her designated representative.
- viii. The CONTRACTOR shall remove any of its employees from servicing or providing services to the HPHA upon request in writing by the Officer-In-Charge. At the request of the HPHA, the CONTRACTOR shall remove immediately and shall not employ any person who in the opinion of the HPHA does not perform his/her duties and responsibilities in a proper and skillful manner, or is intoxicated, disorderly, abusive, or is unable to demonstrate tact and diplomacy in dealing with the public or is subject to an administrative investigation by the STATE for alleged misconduct while performing his/her duties.
- ix. The CONTRACTOR shall relieve any security officer if arrested for any major criminal activity or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform security duties pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity under the resulting Contract.
- x. The CONTRACTOR shall ensure that no security officer employed under this Contract has been convicted of selling, dealing, or using controlled substances such as crystal methamphetamine in or around any State or Federal public housing under the jurisdiction of the HPHA.
- xi. The CONTRACTOR shall inform the Officer-In-Charge of any security officer employed under the resulting Contract who is a registered sex offender.
- xii. The CONTRACTOR shall have a properly licensed supervisor to oversee the entire operation and to ensure that the services required are satisfactorily performed. All security officers shall be under the supervision of the CONTRACTOR.
- xiii. Security personnel shall refrain from having personal visitors and from socializing while on duty. Telephone calls shall be limited to emergencies.



STATE OF HAWAII

SCOPE OF SERVICES

- xiv. The CONTRACTOR shall ensure that all information, documents, or materials viewed, discussed or provided to the security personnel in the line of duty shall be treated as confidential. Security personnel shall refrain from providing confidential information to the tenants and the general public without express consent of the HPHA.
- xv. The CONTRACTOR shall select only those individuals capable of demonstrating the following:
 - (1) Ability to exercise good judgement.
 - (2) Maturity in conduct and attitude.
 - (3) Ability to communicate in English both verbally and in writing and read simple instructions.
 - (4) Courtesy to members of the public and HPHA employees, tolerance in their interactions with others, as well as neat and groomed in appearance.
- xvi. Each security officer shall maintain a satisfactory level of drug-free general health at all times to work under the resulting Contract. The following are the minimum physical requirements:
 - (1) Ability to hear at normal conversational level.
 - (2) Ability to serve a normal shift walking, riding, standing, manning posts, using stairs or elevators, and operating motor vehicles if required.
 - (3) Correctable vision to 20/20 in each eye.
- xvii. During the performance of the resulting Contract period(s), the CONTRACTOR shall not discriminate against any employee or applicant for employment because of gender, race, religion, color, disability, or national origin. The CONTRACTOR shall comply with all relevant Federal and State laws and rules. The CONTRACTOR is responsible for knowing and complying with the most current laws.
- xviii. Each security officer shall comply with section 463-10.5, HRS, Guards; registration, instruction, training testing, and required continuing education; renewal of registration. Section 463-10.5, HRS, requires that all guards shall apply to register with the board, and shall meet the following registration, instruction, and training requirements prior to performing services as a guard:
 - (1) Be not less than eighteen years of age.



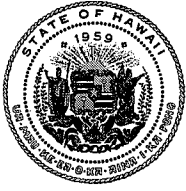
STATE OF HAWAII

SCOPE OF SERVICES

- (2) Possess a high school education or equivalent.
 - (3) Not presently suffering from any psychiatric or psychological disorder directly related and detrimental to a person's performance in the profession.
 - (4) Not convicted in any jurisdiction of a crime reflecting unfavorably on the fitness of the individual to perform services as a guard, unless the conviction was annulled or expunged by court order. The individual shall submit to a national criminal history record check as authorized by federal law, including, without limitation, to the Private Security Officer Employment Authorization Act of 2004, and specified in the rules of the board; and
 - (5) Successfully completed eight (8) hours classroom instruction before the first day of services and four (4) hours of classroom instruction biennially thereafter. Classroom instruction must be provided by an instructor who is approved by the board.
- xix. The CONTRACTOR understands and agrees that the HPHA may require reduction or replacement of any number of contracted security personnel in conjunction with the use of law enforcement personnel.
- xx. The CONTRACTOR shall employ sufficient personnel at all times for performing the work in the manner and time required by these specifications and any subsequent post orders. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes

b. Administrative

- i. The CONTRACTOR shall be required to attend, at minimum, quarterly meetings with the Officer-In-Charge and/or Contract Administrator. The day and time will be specified by the Officer-in-Charge and/or Contract Administrator.
- ii. Each month, the Officer-In-Charge and/or Contract Administrator will submit a report to the CONTRACTOR listing any discrepancies or contract violation(s) requiring correction. These discrepancies or Contract violation(s) shall be corrected by the next reporting period to avoid delays in payment issuance or for payment adjustment purposes.



STATE OF HAWAII

SCOPE OF SERVICES

12. Performance Monitoring
- a. The satisfactory performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
 - b. Should the CONTRACTOR fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the CONTRACTOR for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
 - c. Should the CONTRACTOR continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or to assess the CONTRACTOR directly.
 - d. Failure or refusal of the CONTRACTOR to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

PROPERTIES: Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819
Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817
Punchbowl Homes (1011), 730 Captain Cooke Avenue, Honolulu, Hawaii 96826
Kalanihuia (1024), 1220 Aala Street, Honolulu, Hawaii 96817
Makamae (1046), 21 South Kuakini Street, Honolulu, Hawaii 96813

SERVICES: Security Services
IFB NO. PMB-2019-09

1. Subject to the availability, allocation and receipt of funds and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR an amount of compensation not to exceed _____ and xx/100 Dollars (\$ _____) for the initial Contract period as follows:
 - a. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and xx/100 Dollars (\$ _____) for the initial Contract period.
 - b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ and xx/100 Dollars (\$ _____) for the initial Contract period.

See attached and incorporated Exhibit A.
2. Federal funds shall be subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period beyond the initial 10-month period, ending June 30, 2018, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. State funds shall be subject to appropriation by the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient funds for any portion of the remainder of the Contract period(s) beyond the initial 10-month Contract period, ending June 30, 2018, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

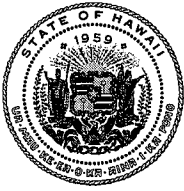
Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:

- a. CONTRACTOR shall submit one (1) original invoice for goods and services rendered on a monthly basis to:

Hawaii Public Housing Authority
Attn: Property Management and Maintenance Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- b. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.
- c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contractor Administrator that the CONTRACTOR has satisfactorily performed the services specified.
- d. Monthly invoices shall be itemized and include actual man-hours performed by the CONTRACTOR. The CONTRACTOR shall clearly indicate any adjustments made to the billing statement for work not performed when a guard fails to report for duty or reports late. Invoices shall be submitted to the HPHA not earlier than the first of the subsequent month.
- e. Charges for administrative or judicial hours or emergency service hours shall be submitted on a separate invoice and will be paid out through other means, such as a State purchase order.
- f. Invoice for the month of June shall be submitted to the HPHA by the 20th of June for work performed for the period from June 1st to June 15th for payment processing in order to comply with the HPHA's fiscal year-end close out processes. For work performed for the period from June 16th to June 30th, the invoice shall be submitted to the HPHA not later than July 15th for payment processing.
- g. Every four (4) weeks, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) requiring correction. These discrepancies or Contract violation(s) must be corrected or implemented to avoid delays in payment issuance or payment adjustment purposes.

- h. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable. A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the chapter 103D, HRS, link.
- 5. The CONTRACTOR shall be reimbursed at the accepted unit bid prices for security services which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.
- 6. The STATE is not responsible for overtime and shall not pay any overtime.



STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR:**PROPERTIES:**

Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819
 Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817
 Punchbowl Homes (1011), 730 Captain Cooke Avenue, Honolulu, Hawaii 96826
 Kalanihuia (1024), 1220 Aala Street, Honolulu, Hawaii 96817
 Makamae (1046), 21 South Kuakini Street, Honolulu, Hawaii 96813

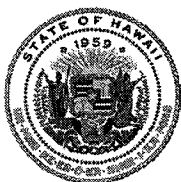
SERVICES:

Security Services
 IFB NO. PMB-2019-09

1. The term of this Contract for Furnishing Security Services shall be for a 12 month period, beginning May 1, 2019, 12:00 p.m. Hawaii Standard Time (HST) and ending May 1, 2020, 12:00 p.m. HST.
2. No services shall be performed on this Contract prior to May 1, 2019, 12:00 p.m. HST.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and approved as provided herein:

Initial term of Contract:	12 months
Length of each extension:	Up to twelve months (may be less than twelve months when it is in the best interest of the State)
Maximum length of contract:	36 months

4. The initial period shall commence on the Contract start date. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services, not to exceed 24-months. The contract extension shall be awarded at the same or comparable rates as the Primary Contract; and
 - c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
 - d. The STATE may obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract if Federal HUD funds are to be used; and
 - e. The CONTRACTOR must obtain STATE approval in writing and a notice to proceed with the extension; and
 - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
 - g. The necessary State and/or Federal funds are appropriated and allotted for an extension.



Attachment – S4

STATE OF HAWAII

CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

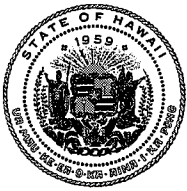
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS

CONTRACTOR:

PROPERTIES: Kalihi Valley Homes (1005), 2250 Kalena Drive, Honolulu, Hawaii 96819
Mayor Wright Homes (1003), 521 North Kukui Street, Honolulu, Hawaii 96817
Punchbowl Homes (1011), 730 Captain Cooke Avenue, Honolulu, Hawaii 96826
Kalanihūia (1024), 1220 Aala Street, Honolulu, Hawaii 96817
Makamae (1046), 21 South Kuakini Street, Honolulu, Hawaii 96813

SERVICES: Security Services
IFB NO. PMB-2019-09

1. Insurance Requirements

The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non- owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub- CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).

- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.



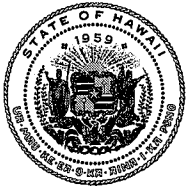
STATE OF HAWAII

SPECIAL CONDITIONS

- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
- f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

2. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause. CONTRACTOR shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, the availability of apprenticeship/training positions and the qualifications for each. The notice shall also provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



STATE OF HAWAII

SPECIAL CONDITIONS

- d. The CONTRACTOR shall include this section 3 clause in every subcontract in compliance with regulations in 24 CFR part 135. It shall take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR shall certify that any vacant employment positions were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135. This includes any training positions that are filled (1) after the CONTRACTOR is selected but before the Contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD assisted contracts.

The CONTRACTOR shall obtain and maintain, at its sole expense during the term of this Contract, a fidelity bond which includes third party liability in a minimum of \$500,000.00. The fidelity bond shall cover all officers, employees, and agents of the CONTRACTOR and which shall protect the CONTRACTOR against loss by reason of, including but not limited to, fraud, dishonesty, forgery, theft, larceny, embezzlement, wrongful abstraction or misappropriation or any other dishonest criminal or fraudulent act, whatever committed and whether committed directly or with others.

- 3. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.
- 4. The STATE shall monitor the performance of work on an ongoing basis through personal observation, site inspection, and/or other appropriate methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
- 5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids (IFB) No. PMB-2017-05 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
- 6. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.



STATE OF HAWAII
SPECIAL CONDITIONS

7. Interchangeable Terms. The following terms shall be one and same:
 - a. "STATE" and "HPHA".
 - b. "Contract" and "Agreement".
 - c. "CONTRACTOR" and "_____".
8. Liquidated damages shall be fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the CONTRACTOR.